



WASHOE COUNTY

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Risk Mgt. JS
HR MA
Other MA

STAFF REPORT

BOARD MEETING DATE: September 9, 2014

DATE: August 11, 2014
TO: Board of County Commissioners
FROM: Duane Meyer, Captain
(775) 328-3354
DMeyer@washoecounty.us

THROUGH: Michael Haley, Sheriff

SUBJECT: Approve Sheriff's Security Agreement between Big Blue Adventure LLC (BBA, LLC) and the Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security (costs to be reimbursed by Big Blue Adventure LLC) for a period beginning retroactive to August 5, 2014 and ending December 31, 2018. Security is requested during the 2014 through 2018 Xterra Lake Tahoe Triathlon events to be held in Incline Village, Washoe County. If approved, direct Comptroller's Office to make necessary budget adjustments. (Commission District One).

SUMMARY

Big Blue Adventure LLC requested the Washoe County Sheriff's Office provide uniformed Deputy Sheriffs to aid with security at scheduled events occurring in Incline Village, Washoe County in calendar years 2014, 2015, 2016, 2017, and 2018. The agreement provides for reimbursement to the County for the cost of providing the uniformed Deputy Sheriffs. Big Blue Adventure LLC did not finalize their contract in time to be submitted to an earlier BCC meeting, therefore, this contract is being submitted retroactively.

The agreement being submitted for approval is for a period of five (5) calendar years (2014, 2015, 2016, 2017, 2018).

County Priority/Goal supported by this item:

Safe, Secure and Healthy Communities.

PREVIOUS ACTION

Prior contracts for the Xterra Triathlon events have been approved by the Board in 2006, 2005, 2003, & 2001.

BACKGROUND

The Washoe County Sheriff's Office was approached by Big Blue Adventure LLC to provide uniformed Deputies to aid with security during scheduled Xterra Triathlon events

AGENDA ITEM # 8D4

to be held in Incline Village, Washoe County, NV. Though these events are not new to Incline Village, the popularity has increased along with the residential and tourist crowds.

FISCAL IMPACT

There will be no fiscal impact to Washoe County General Fund. All personnel costs including benefits and the use of WCSO equipment will be paid by Big Blue Adventure, LLC. Reimbursement received will be deposited to account 150200-485129 (Office of the Sheriff – Salary Reimbursement). Reimbursement will vary according to staffing and equipment assigned to each event.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve Sheriff's Security Agreement between Big Blue Adventure LLC (BBA, LLC) and the Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security (costs to be reimbursed by Big Blue Adventure LLC) for a period beginning retroactive to August 5, 2014 and ending December 31, 2018. Security is requested during the 2014 through 2018 Xterra Lake Tahoe Triathlon events to be held in Incline Village, Washoe County. If approved, direct Comptroller's Office to make necessary budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve Sheriff's Security Agreement between Big Blue Adventure LLC (BBA, LLC) and the Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security (costs to be reimbursed by Big Blue Adventure LLC) for a period beginning retroactive to August 5, 2014 and ending December 31, 2018. Security is requested during the 2014 through 2018 Xterra Lake Tahoe Triathlon events to be held in Incline Village, Washoe County. If approved, direct Comptroller's Office to make necessary budget adjustments.

SHERIFF'S SECURITY AGREEMENT
BETWEEN THE
BIG BLUE ADVENTURE, LLC.
AND THE
WASHOE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made this 5TH day of AUGUST, 2014
by and between the **COUNTY OF WASHOE** (herein, "**COUNTY**"), a political subdivision of the
State of Nevada, the Sheriff of Washoe County (herein, "**SHERIFF**") and **Big Blue Adventure,**
LLC (herein, "**BBA, LLC**").

WITNESSETH:

WHEREAS, the **BBA** desires the services of Deputy Sheriffs to provide traffic control,
security and law enforcement services at the XTERRA Lake Tahoe Triathlon to be held in Incline
Village, Washoe County, Nevada; and

WHEREAS, the **SHERIFF** desires to allow his Deputy Sheriffs to voluntarily work
for **BBA** in their non-duty hours because the provision of trained law-enforcement personnel for
public functions, such as the XTERRA Lake Tahoe Triathlon serves the public interest; and

WHEREAS, the parties desire to enter into an agreement which allows the **WASHOE**
Sheriff's Security Agreement – Big Blue Adventure LLC – Xterra Triathlon 2014-2018

COUNTY SHERIFF'S OFFICE to provide security and law enforcement during functions conducted at the **XTERRA Lake Tahoe Triathlon**, and under which **BBA** assumes the responsibility for reimbursing **WASHOE COUNTY** for the cost of providing necessary Deputy Sheriffs, and Vehicles.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties as follows:

I. DEFINITIONS

As used in this Agreement:

- A. **"Deputy"** means a Deputy Sheriff, Sergeant Deputy, Sheriffs Lieutenant Deputy Sheriffs, and Reserve Deputy Sheriffs.
- B. **"Sergeant"** means a Sergeant Deputy Sheriff.
- C. **"Lieutenant"** means a Lieutenant Deputy Sheriff.
- D. **"Communication Personnel"** means any person assigned by Sheriff to provide communication services.
- E. **"Security Services"** include law enforcement, dispatch and communications services and services related thereto.

II. PROVISION OF SECURITY SERVICES TO THE EVENT IS CONDITIONAL; AGREEMENT DOES NOT BECOME EFFECTIVE UNLESS SUFFICIENT NUMBER OF DEPUTIES VOLUNTEER TO SERVE

It is expressly recognized by the parties hereto that a sufficient number of deputies, and all levels of supervision must volunteer to perform security services requested by **BBA** before this Agreement becomes effective. This **AGREEMENT** shall not become effective and shall not bind any of the parties hereto in any manner if the **SHERIFF** is unable to obtain a sufficient number of volunteer deputies to perform those security services.

The **SHERIFF** shall have the sole power to determine the number of deputies, which is deemed sufficient to provide security services.

III. SECURITY SERVICES

Security services to be provided hereunder may include, but are not limited to, the following:

- A. Patrolling on foot inside the event itself.
- B. Providing additional security measures or Police Services if the need arises or upon request by **BBA** and if such resources are available.

IV. DEPUTIES WHO VOLUNTEER ACT IN THEIR CAPACITIES AS EMPLOYEES OF THE SHERIFF

Deputy Sheriffs are not compelled to provide law enforcement services for **BBA** at the **XTERRA LAKE TAHOE TRIATHLON** by virtue of this **AGREEMENT**, and any such person who provides services during functions of the **BBA EVENTS** does so on a voluntary basis. Deputies who provide such services shall be considered to be "on-duty" while providing such services.

V. **SHERIFF'S LEXIPOL POLICIES AND PROCEDURES TO BE FOLLOWED; ALL DEPUTIES SUBJECT TO DIRECTION AND CONTROL OF THE SHERIFF, SHERIFF TO PROVIDE FOR SUPERVISION AND COMMAND AND CONTROL**

All Policies and Procedures of the Sheriff's Office must be followed by Deputies and Sergeants providing law enforcement services for the **XTERRA Lake Tahoe Triathlon**. Violation of those Policies or Procedures will subject such Sheriff's employees solely to disciplinary action by the **SHERIFF**.

All deputies and sergeants employed pursuant to this Agreement remain subject to the direction and control of the **SHERIFF** and shall utilize the normal chain of command within the Sheriff's Office in the event of problems or questions.

The **SHERIFF** shall provide a sufficient number of sergeants to supervise the deputies hired by **BBA** and shall arrange its employment schedules to assure that those deputies are supervised by an appropriate number of sergeants. The **SHERIFF** shall have the sole power to determine the number of sergeants, which are "sufficient" and "appropriate."

VI. **COMPENSATION; REIMBURSEMENT; COUNTY TO MAINTAIN WORKMEN'S COMPENSATION**

Compensation shall be in the following amounts, and may be revised each year as employee contracts change:

REGULAR OVERTIME

Civilians	\$ 54.00 per hour
Deputies	\$ 67.00 per hour
Sergeants	\$ 84.00 per hour
Lieutenants	\$ 98.00 per hour
Captain	\$ 115.00 per hour

HOLIDAY OVERTIME

Civilians	\$ 72.00 per hour
Deputies	\$ 90.00 per hour
Sergeants	\$ 112.00 per hour
Lieutenant	\$ 131.00 per hour
Captain	\$ 153.00 per hour

Compensation shall be at a minimum of 2 hours per person and may be pro-rated for each quarter hour (15 minutes) for time less than one full hour after that. The **SHERIFF** shall submit an invoice to **BBA, LLC**. reflecting all amounts paid to those employees as salary earned during the provision of such security services. **BBA, LLC** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

The **COUNTY** shall maintain full coverage under Nevada's Worker's Compensation laws for all deputies providing law enforcement services for the **XTERRA LAKE TAHOE TRIATHLON**. Such coverage shall be effective at all times when those employees are providing such security services.

VII. USE OF VEHICLES

The **COUNTY** and the **SHERIFF** hereby consent to allow certain Sheriff's vehicles to be used during functions of the **XTERRA LAKE TAHOE TRIATHLON**. The **SHERIFF** has the sole discretion to determine the quantity and type of vehicles, which may be used, and when and how the vehicles may be used.

The **SHERIFF** shall include on his invoice to **BBA, LLC** a charge of \$10.00 Per Hour for each Sheriff's vehicle utilized in providing security services for the **XTERRA LAKE TAHOE TRIATHLON**, and **BBA, LLC** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

VIII. INSURANCE

A. COMPANY NAME POLICY

BBA, LLC shall maintain limits of General Liability insurance no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury

Sheriff's Security Agreement – Big Blue Adventure LLC – Xterra Triathlon 2014-2018

and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised.

BBA, LLC shall procure the insurance from an insurer having a Best's rating of no less than A-: VII. The **COUNTY**, through its Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning **BBA, LLC** and the insurance carrier. The **COUNTY** reserves the right to require that **BBA, LLC** insurer is a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's "approved but not admitted" list.

Prior to commencement of security services, **BBA, LLC** shall provide the Sheriff with a Certification of Insurance issued by an authorized representative of the liability insurance carrier of **BBA, LLC**.

B. **COUNTY NAMES AS ADDITIONAL INSURED**

Prior to the commencement of providing law enforcement services for the **XTERRA LAKE TAHOE TRIATHLON**, **BBA, LLC** shall also provide to the Sheriff an endorsement to the General Liability Policy required by Paragraph "A" above, which name the **COUNTY** and all of the **COUNTY'S** officers, officials, deputies, employees, agents and volunteers as additional insured for all periods of time during which deputies may be employed for services at any **BBA, LLC** function. The endorsement shall contain the following language:

"It is hereby understood and agreed that the following is named as an additional Sheriff's Security Agreement – Big Blue Adventure LLC – Xterra Triathlon 2014-2018

insured: Washoe County, Nevada and its officers, officials, deputies, employees, agents and volunteers with regard to operations performed by or on behalf of the named insured. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, deputies, employees, agents or volunteers.”

BBA, LLC insurance coverage shall be primary insurance as respects to the county, its officers, officials, deputies, employees, agents and volunteers for operations performed by or on behalf of **BBA, LLC**. Any insurance or self-insurance maintained by the county shall be in excess of **BBA, LLC** insurance and shall not contribute with it in any way.

Any failure to comply with reporting provisions of this policy shall not affect coverage provided to the County, its officers, officials, deputies, employees or volunteers.

This policy of insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Except for nonpayment of premium, coverage under this policy shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

C. **FAILURE TO PROCURE INSURANCE; REMEDIES**

If **BBA, LLC** fails to procure or maintain any of the insurance coverages required in paragraphs "A" or "B" above, the **COUNTY** may either (1) terminate this Agreement or (2) purchase such insurance to cover any damages which the **COUNTY** may be liable to pay through any of the operations under this Contract, and **BBA, LLC** shall pay the amount of the premiums for each insurance to the **COUNTY** upon demand. The **COUNTY'S** Risk Manager shall have the power to determine which alternative to follow and is hereby delegated the power to purchase any insurance policies pursuant to this paragraph.

IX. **HOLD HARMLESS, DEFENSE AND INDEMNIFICATION**

BBA, LLC agrees to hold harmless, defend, and indemnify the **COUNTY**, its officers, officials, agents, employees, deputies and volunteers from and against any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action or cause of action based on bodily injury (including death) or property damage, including property damage to **BBA, LLC** property, arising out of or as a result of the negligent acts, errors, or omissions of **BBA, LLC**, its officers, agents, employees, or subcontractors, including the negligent acts, errors, or omissions of the deputies or other employees and volunteers of the **County** at the direction of **BBA, LLC** or engaged in operations performed on behalf of **BBA, LLC**.

Liability, claims, demands, damages, losses and expenses resulting from the negligent acts,

errors and omissions of law enforcement officers engaged in acts of enforcing the law which

would have been their responsibility or come under their jurisdiction absent the agreement with **BBA, LLC** shall be excluded from the responsibility of **BBA, LLC**.

In determining the nature of any claim against the **COUNTY**, its officers, officials, agents, employees, deputies and/or volunteers, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations. In the event of a lawsuit against the **SHERIFF** or **COUNTY**, its officers, officials, agents, employees, deputies and/or volunteers which is defended by **COUNTY** personnel, **BBA, LLC** shall reimburse **COUNTY** for costs of **COUNTY** personnel in defending such actions. Reimbursement for the time spent by such personnel shall be at the prevailing rate charged for such services by private counsel.

X. MISCELLANEOUS

A. Termination of Agreement

Either party may terminate this agreement upon 90 days written notice to the other party.

B. Termination of Agreement Due to Emergency or Exigent Circumstances

The **SHERIFF** may, at his discretion, terminate this agreement should he determine an emergency situation exists that requires the resources dedicated to **BBA, LLC** are needed in execution of his lawful, or statutory duties.

C. Entire Agreement

This **AGREEMENT** constitutes the full and complete agreement of the parties and all prior, contemporaneous or subsequent statements; negotiations, promises and agreements of the parties are merged herein and shall not contradict or modify the terms hereof.

D. Effective Agreement

Upon execution by both parties, this **AGREEMENT** shall be effective during the **XTERRA LAKE TAHOE TRIATHLON**, for a period beginning **August 5, 2014** and ending **December 31, 2018**.

E. Attorney's Fees

If either party to this **AGREEMENT** defaults in any of its obligations hereunder, and it is subsequently adjudicated by a court that a party has defaulted in its obligations hereunder, the party found to be in default hereby agrees to pay all costs of suit, including reasonable attorney's fees, to the other party.

F. Applicable Law

This **AGREEMENT** shall be governed by the laws of the State of Nevada, irrespective of conflicts of law rules.

G. Binding Effect

If this **AGREEMENT** becomes effective, it shall be binding on the heirs,

executors, administrators, successors and assigns of the respective parties hereto.

H. Authority

Each person who executes this **AGREEMENT** declares that he has full legal authority to bind his principal to the full extent of the law.

I. Funding Out

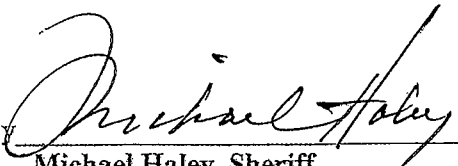
In the event that the governing body appropriating funds for the **COUNTY** or **SHERIFF** fails to obligate any funds necessary to carry out any duties created hereunder beyond **COUNTY'S** or **SHERIFF'S** then current fiscal period, this Agreement shall terminate without charge, penalty, or sanction.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

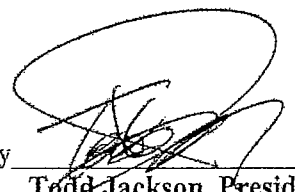
**WASHOE COUNTY BOARD OF
COMMISSIONERS**

By _____
Chairman Washoe County Commission

WASHOE COUNTY SHERIFF

By  _____
Michael Haley, Sheriff

BIG BLUE ADVENTURE, LLC.

By  _____
Todd Jackson, President